

TFC Contract No. 18-135-000  
Walter P. Moore and Associates, Inc.  
Assignment No. 2  
Project No. 20-024-2517

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
WALTER P. MOORE AND ASSOCIATES, INC.**

**TFC CONTRACT NO. 18-135-000**

**ASSIGNMENT NO. 2**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 2**

(hereinafter referred to as "Assignment No. 2" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Walter P. Moore and Associates, Inc., located at 1301 McKinney, Suite 1100, Houston, Texas 77010 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be effective on the Effective Date (as defined below) and the terms and conditions of which are as follows.

**DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as providing professional engineering services for the Texas Department of Motor Vehicles ("TxDMV") Camp Hubbard Building 5 roofing replacement located at 4000 Jackson Avenue, Austin, Texas. Services shall include, but are not limited to: (i) existing roof condition assessment; (ii) construction documentation; (iii) bidding and construction administration; (iv) technical support; and (v) quality assurance inspections (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-2," PSP's IDIQ Assignment No. 2 Proposal No. 19-3187 dated January 3, 2020, attached hereto and incorporated herein for all purposes and consisting of six (6) pages.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 2 shall be completed no later than August 31, 2021, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 2.

**SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 2.

**SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 2 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

TFC Contract No. 18-135-000  
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Assignment No. 2  
Project No. 20-024-2517

**FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 2 shall not exceed the sum of Fifty Thousand and No/100 Dollars (\$50,000.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

**IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:**

For this Assignment No. 2, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-2."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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TFC Contract No. 18-135-000  
Walter P. Moore and Associates, Inc.  
Assignment No. 2  
Project No. 20-024-2517

**ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION      WALTER P. MOORE AND ASSOCIATES, INC.,**

By: DocuSigned by:  
Mike Novak  
B1C9FC0A8020417...

Mike Novak

Executive Director

By: DocuSigned by:  
Mark E. Williams, Senior Principal  
7F41C8D6112D455...

Mark E. Williams

Senior Principal

Date of execution: 03/18/2020 | 4:52 PM CDT

Date of execution: 03/18/2020 | 4:04 PM CDT

GC CR

Dir mw

DED jh

TFC Contract No. 18-135-000  
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Assignment No. 2  
Project No. 20-024-2517

## **EXHIBIT A-2**

**PSP'S IDIQ ASSIGNMENT NO. 2 PROPOSAL NO. 19-3187  
DATED JANUARY 3, 2020**



January 3, 2020

Ms. Dorothy Spearman  
Senior Project Manager  
**Facilities Design & Construction**  
**Texas Facilities Commission**  
1711 San Jacinto Boulevard  
Austin, TX 78701

**Re: Proposal for Professional Services**  
**Camp Hubbard Campus Building 5 Roofing Replacement**  
**Walter P Moore Proposal No. 19-3187**

Dear Dorothy:

Walter P Moore is pleased to submit this proposal to provide professional services for the referenced project.

This proposal is presented in order to establish a basis for the commencement of our scope of services for the Project. We anticipate that this Proposal and Agreement for Professional Services and attachments, when signed, will serve as our entire Agreement unless superseded by another document signed by both parties.

#### **Basis of Proposal**

This proposal is based on your request for a proposal to perform professional consulting services to evaluate the existing roofing system of the above stated facility and provide roofing replacement documents and construction administration for Building 5.

#### **Agreement**

If this proposal is acceptable, please sign the attached Proposal and Agreement for Professional Services where indicated and return the signed copy to us. This proposal is valid for 60 days.

We very much appreciate the opportunity to provide these services and look forward to working with you on this Project.

Sincerely,

**WALTER P. MOORE AND ASSOCIATES, INC.**

Matt Heringer, P.E.  
Principal | Managing Director

Attachments:  
Agreement for Services

**PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Terms Attached**

**Project:** Camp Hubbard Campus Building 5 Roofing Replacement  
**Client:** Texas Facilities Commission  
**Client Contact:** Dorothy Spearman  
**Proposal Date:** January 3, 2020  
**Proposal Number:** 19-3187

Walter P. Moore and Associates, Inc. (Walter P Moore) shall provide services to Client for the Project as defined below and in accordance with the attachments listed below:

**Project Description:** It is our understanding that the project consists of preparing construction documents for replacement of the low-slope membrane roofing at the referenced facility. Walter P Moore will also perform construction administration services during the implementation of the roofing work. Our proposal is based on the project as described. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

**Scope of Services:** As defined in the attached Schedule SD12 and this Agreement.

**Compensation:** Walter P Moore proposes to provide the defined Scope of Services on a Lump Sum Fee basis for \$49,500, as follows:

Phase	Fee
Phase 1: Pre-Design Assessment	\$9,500
Phase 2: Construction Documents	\$25,000
Phase 3: Construction Administration Phase	\$15,000
<b>Total</b>	<b>\$49,500</b>

Compensation shall be equitably adjusted for changes in the scope of the project as described in the Project Description or changes in the scope of service as described in the Scope of Service.

Miscellaneous out-of-pocket project related expenses including, without limitation; printing, postage, courier costs, lodging, travel expenses, etc., shall be invoiced and paid at the incurred cost. Mileage shall be charged at IRS Standard Business Mileage Rate in effect at the time of travel. Sales tax, if applicable, will be paid by the Client. **We recommend that you budget \$500 for miscellaneous reimbursable expenses.**

**Additional Services:** Walter P Moore proposes to provide Additional Services not included in the Scope of Services as requested and approved by the Client in writing. Additional Services shall be provided without invalidating this Agreement. Additional Services shall be compensated at a mutually agreed upon fee.

**Client's Responsibilities:** The Client shall provide overall management and coordination of the Project. Walter P Moore agrees to participate in the coordination effort, to be led by the Client, in order that our Portion of the Project is coordinated with the designs and deliverables of the other members of the Project team.

The Client shall provide to Walter P Moore in a timely manner full information of which the Client is aware regarding any special conditions, design criteria, reports, or special services needed, and to make available any existing data or drawings concerning the Project and Project Site. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided.



PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES  
Camp Hubbard Campus Building Five Roofing Replacement  
Page 2 of 2

**Project Schedule:** Walter P Moore will endeavor to achieve the requirements of a reasonable schedule determined appropriate for the Project. Walter P Moore's fee for the defined Scope of Services is based, in part, upon the Project being executed in a timely manner without significant delays or interruptions.

In order for Walter P Moore to proceed with its services toward the accomplishment of the Project Schedule, the following information shall be provided by the Client in a timely manner:

- An executed copy of the Agreement for Professional Services
- Record drawings of the building at the project area (roofing related architectural, structural, and MEP drawings)
- Previous roofing assessment report(s) and/or repair documents.
- Leak history documentation at the project area.

**Payment:** As defined in TFC Contract No. 18-135-00 effective September 1, 2019 through August 31, 2021 between Texas Facilities Commission and Walter P. Moore and Associates, Inc.

#### Terms of Agreement


In accordance with TFC Contract No. 18-135-00 effective September 1, 2019 through August 31, 2021 between Texas Facilities Commission and Walter P. Moore and Associates, Inc.

#### Attachments:

The following attachments are incorporated by reference as if set forth at length. In the event of a direct conflict between this Agreement and the content of any of the Attachments, this Agreement shall govern.

Schedule SD12: Scope of Services

Executed on this 3<sup>RD</sup> day of January 2020 by:

Client: Texas Facilities Commission	Walter P. Moore and Associates, Inc.: Matthew Heringer, P.E. Principal   Managing Director
Acceptance of proposal is by execution of this Assignment No. 2 to TFC Contract No. 18-135-000.	

**SCHEDULE SD12****SCOPE OF BASIC SERVICES****Roofing Replacement****I. General**

- A. In general, Scope of Basic Services will consist of performing pre-design assessments, preparing construction documents, and providing construction technical support and periodic quality assurance field inspection of the roofing system replacement.
- B. Services will be performed under the supervision of a professional engineer licensed in the State of Texas.

**II. Phase 1: Pre-Design Assessment**

Walter P Moore's Scope of Basic Services for pre-design will consist of an exploratory investigation of the existing roofing system described in the attached Engagement Letter in an effort to make a reasonable assessment of the existing sub-surface conditions and to identify potential liabilities. Walter P Moore will provide the following scope of services:

- A. Destructive Testing - Roof Cuts: Walter P Moore will work with the Owner and a Roofing Contractor to perform roof cuts at up to 11 locations to confirm detailing of as-built roofing conditions. Locations of the roof cuts will be identified by the Consultant and coordinated with the Owner and the Roofing Contractor.
- B. The exploratory work and the temporary repair of tested areas will be performed by a Roofing Contractor with experience in roofing repair.
- C. Walter P Moore will retain a qualified Roofing Contractor to assist Walter P Moore with the investigation. The contractor(s) will be responsible for roofing removal and re-installation, temporary weatherproofing, etc. Walter P Moore will not be responsible for demolition, removal, temporary weatherproofing, safety and repairs required after the investigation.

**III. Phase 2: Construction Documents**

In general Walter P Moore's scope of Basic Services will consist of the following activities: preparation of plans, details, and specifications for the Construction Documents. Walter P Moore will provide the following scope of services:

- A. Walter P Moore will review the available drawings and specifications, previous investigations and reports, surveys, construction documentation, and roof data to develop a general familiarity with the construction of the roofing system and determine what additional information is required. Special consideration will be given to those aspects of the construction that may have a bearing on the roofing replacement work. A review of the roof structural design or a comprehensive check of the drawings is not included within the scope of the proposal.
- B. Walter P Moore will meet with client to review the proposed roofing systems and details.



- C. Walter P Moore will perform the following roofing performance analyses for the roofing replacement:
- i. Roofing Load Analysis:
    - 1. Walter P Moore will calculate wind pressure zones for the roofing replacement design.
    - 2. Walter P Moore will perform design calculations for the roofing system attachment per building code as required.
  - ii. Drainage Analysis:
    - 1. Walter P Moore will analyze the existing water management and drainage systems for the roof area.
    - 2. Walter P Moore will determine if the existing slope of the roof is adequate and will design modifications to the roof slope and propose improvements to the drainage system if the existing conditions are found to be inadequate.
- D. Walter P Moore will prepare construction documents, including drawings, technical specifications for replacement of the existing roofing system, and front-end bidding documents upon approval of the roofing replacement scheme. These documents will be compiled in a form appropriate for attachment to a bid package which can be used by the Client for obtaining competitive bids for the work (if any). The Client will provide General Conditions, Supplementary Conditions and Bidder Instructions as appropriate for the bid package and will coordinate bid issue and related activities.
- E. Walter P Moore will develop a contractor qualification statement to obtain specific information on bidding contractor's experience with similar roofing replacement projects.
- F. Walter P Moore will provide electronic copies of the 90% CD set for review by the Client and will incorporate comments and revisions into the 100% Construction Documents submittal for bidding, permitting, and construction.
- G. Walter P Moore will provide up to 3 hard copies of the 100% Construction Document submittal for permitting, upon request.
- H. Walter P Moore assumes that Client will contact bidders and be responsible for distributing bid documents and for receiving bids.
- I. Walter P Moore will attend and lead the pre-bid meeting.
- J. Walter P Moore assumes that Client will be the point-of-contact and lead communication with interested bidders, and for receiving formal bids.
- K. Walter P Moore will respond to questions generated during the bidding process that reference roofing replacement work and will as necessary, prepare and issue up to 2 addendums to modify the construction documents during bidding.
- L. Walter P Moore will assist the Client with reviewing received bids from proposed contractors, assembling a bid tabulation summary table for the Client's convenience and recommending a bidding contractor for selection.

**IV. Phase 3: Construction Administration**

In general Walter P Moore's scope of Basic Services will consist of the following activities:

- A. Walter P Moore will review project submittals related to the roofing replacement work.
- B. Walter P Moore will review and take appropriate actions on shop drawings, material submittals, and material substitutions related to the project.
- C. Walter P Moore will review contractor pay applications and progress reports.
- D. Walter P Moore will answer questions the contractor may have regarding construction and will respond to project related RFIs.
- E. Walter P Moore will attend and lead one (1) pre-construction meetings to assist the Client with reviewing work and scheduling and issuing meeting minutes.
- F. Walter P Moore will perform up to eight (8) site visits during the course of construction to observe the progress of work. If additional site visits are desired by Client, they will be performed as an additional service.
- G. Walter P Moore will prepare a field report indicating compliance or non-compliance with contract documents, progress of work, and source of observed problem conditions for each site visit.
- H. Walter P Moore will attend periodic progress meetings during construction. For the purposes of this proposal, up to three (3) progress meetings are included in this scope of Basic Services. Walter P Moore assumes that project progress meetings will be held concurrent with site visits.
- I. Walter P Moore will attend a punch list review or final walkthrough with the Client and Contractor.
- J. Walter P Moore will issue a certificate of substantial completion.
- K. Walter P Moore will prepare a punch list upon substantial completion of the project and verify that the work has been satisfactorily executed upon final completion.
- L. Walter P Moore will compile the closeout documents (warranties, submittals, record drawings) for submittal to Client.

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## **EXHIBIT B-2**

### **LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS**

**LIST OF PSP PROJECT MANAGER  
AND  
SUBCONTRACTORS**  
(Name, Company Name, Address & Contact Person (Project Manager))

A. PSP Project Manager:	<p><b>Matt Heringer, P.E.</b> / Principal   Managing Director  <b>Walter P Moore</b>          221 West 6th Street, Suite 800          Austin, Texas 78701          512.501.4330 p /          713.206.7577 c /  <a href="mailto:mheringer@walterpmoore.com">mheringer@walterpmoore.com</a></p>
B. Subcontractors:	
1.	<p>_____ (Name)          _____ (Company)          _____ (Address)          _____ (Cell #)          _____ (Email)</p>
2.	<p>_____ (Name)          _____ (Company)          _____ (Address)          _____ (Cell #)          _____ (Email)</p>
3.	<p>_____ (Name)          _____ (Company)          _____ (Address)          _____ (Cell #)          _____ (Email)</p>
4.	<p>_____ (Name)          _____ (Company)          _____ (Address)          _____ (Cell #)          _____ (Email)</p>